

AN ORDINANCE

By Councilmember Clair M. Muller

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR CHASTAIN PARK AMPHITHEATER MANAGEMENT AND FOR THE INCLUSION IN THE AGREEMENT CERTAIN CHANGES AND PENALTIES FOR VIOLATION OF THE AGREEMENT; AND FOR OTHER PURPOSES.

Whereas, the Chastain **Park** Amphitheater Management Agreement was executed by the Mayor of the City of Atlanta in the December of 1990; and

Whereas, the agreement specified a ten year contract to continue until December 31, 2000 and provided that "the parties shall have the option to renegotiate and renew the Agreement in good faith for two additional five-year periods;" and

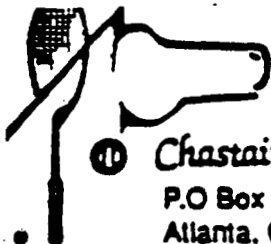
Whereas, the Agreement "may be terminated for cause by the City upon 365 days written notice;" and

Whereas, the Chastain **Park** Civic Association has carefully monitored this Agreement for nine years subsequent to a lawsuit filed against the City for relief of noise, parking problems and frequency of concerts, and that lawsuit was dismissed without prejudice; and

Whereas, this current Agreement lacks many of the neighborhood protections and City protections that were expected after the dismissal of the lawsuit AND the amount of revenue to the City from this City facility is minimal.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA that the attached changes to the Agreement suggested by the Chastain Park Civic Association, which represent protections from the operation of a public facility in a residential neighborhood, be included in any new Agreement for the operation of Chastain Amphitheater; and

BE IT FURTHER ORDAINED that the revenues to the City from the manager of the Chastain Amphitheater be increased to be comparable to similar amphitheatres throughout the country.



Chastain Park Civic Association

P.O. Box 420473

Atlanta, Georgia 30342

October 26, 1999

Clair Muller
Atlanta City Council
55 Trinity Avenue
City Hall
Atlanta, Georgia 30342

Re: New Lease Agreement Provisions Desired by the Chastain Park Civic Association, Inc. ("CPCA") for the Chastain Park Amphitheater

Dear Ms. Muller:

Thank you for this opportunity to share our views regarding new lease provisions we believe would protect our neighborhood as well as enhance the Chastain Park Amphitheater. The existing lease includes numerous provisions, which we believe should remain a part of the lease agreement and will not be addressed in this letter. The following summarizes what we would like to be modified or added in a new lease:

1. Sound.

(a) Sound levels measured at the rear of the Amphitheater shall not exceed 85 dBA Leq (measured over an 8 minute period), as recommended by the City's expert, Acentech, Inc., in their 1992 sound study.

(b) The maximum number of hours during which amplified sound (including but not limited to set up, sound checks, rehearsals, dinner music and performances) may be emitted from the Amphitheater shall be no more than four (4) hours per calendar day. In no event shall amplified sound be emitted from the Amphitheater before 2 p.m. or after 11:00 p.m.

(c) All performers shall be required to exclusively use the existing sound system, "fill speakers" and digital delay system, which minimize noise impact on the neighborhood while directing enhanced sound energy to the intended audience. Also, the City shall install a remote digital volume control, which shall govern the 'fill speakers, and main speakers to provide better policing of noise levels.

(d) The City shall employ a sound consultant to report sound levels to the City, the operator of the Amphitheater and the CPCA, to ensure compliance with the above requirements.

(e) Entertainment Support Productions (ESP), who presently services and calibrates the noise monitoring system on behalf of the City, shall be retained to continue providing its services.

(f) The City shall employ on site event management to oversee the Amphitheater during each event.

2. Occupancy. No more than 6464 people may be permitted to occupy the Amphitheater per event.

3. Number of Events.

(a) No more than 55 events per calendar year may be presented at the Amphitheater. This number includes events presented by the operator of the Amphitheater and the City.

(b) No more than three (3) events may be presented during a week (Monday through Sunday).

(c) No events shall be presented on school nights as determined by the Atlanta public school system, unless such event ends no later than 7 p.m.

4. **Traffic Control.** Traffic police shall control the flow of traffic at all major intersections in and around the Park beginning 1 1/2 hours before the scheduled start time until the beginning of each event presented at the Amphitheater, and for 1 hour following the conclusion of each such event, at the expense of operator.

5. **Notice of Concert Scheduling.** No later than April 1 of year, the City shall provide the CPCA a consolidated list of those dates upon which events will be presented at the Amphitheater, and such list shall be posted inside the glass case located at the Amphitheater Box Office. Notice of any changes in the schedule must be provided to the CPCA and posted within said glass case within 24 hours after the operator becomes aware of such change, provided however, that if an event date is changed, the operator shall provide no less than two (2) weeks' notice, and if an event date is added to the previous schedule, the operator shall give no less than four (4) weeks' notice. All notices shall be made to such address or addresses as the CPCA may designate in writing.

6. **Accounting Information.** Within ten (10) days of the conclusion of each concert season, the City shall provide to the CPCA a comprehensive accounting of the funds paid by the operator pursuant to the lease agreement, together with a copy of a certified statement from the operator reflecting the number of tickets sold, certified box office statement and ticket manifest. The existing lease provides that the operator provide this information to the City. The CPCA seeks to have this information also provided to it.

7. **Miscellaneous Provisions.**

(a) All trash and litter shall be removed from the Amphitheater and the surrounding areas, including parking lots and street parking areas on Powers Ferry Road, Park Drive, Dupre and Wieuca Road within 12 hours of the conclusion of each event presented at the Amphitheater.

(b) Proper lighting shall be installed in the areas mentioned in 7(a) above.

(c) No fireworks shall be allowed except on the 4th of July.

(d) No on-site promotions or displays shall be allowed on City property.

(e) The existing lease provides that the operator shall pay to the City One Dollar (\$1.00) multiplied by the numbers of seats sold to events and an amount equal to 25% of the gross receipts from the use of the City owned parking lots used for the Amphitheater, said amount to be placed in a dedicated fund to be used exclusively for the maintenance and improvement of Chastain Park. The CPCA seeks to modify this provision to allow administration of this fund by the CPCA.

8. **Compliance.**

(a) To ensure compliance with the provisions of the lease agreement and in advance of each concert season, the operator shall post a bond in an amount to be determined. Failure to timely post the bond shall result in immediate termination of the lease agreement.

(b) In the event any of the lease provisions are violated by the operator or any person or entity acting under the authority of the operator, in particular the provisions governing sound and number of permitted concerts, the operator shall pay to the City of Atlanta an amount to be determined for each such breach. Of this amount, a percentage to be determined shall be paid into the fund dedicated to be used exclusively for the maintenance and

improvement of Chastain Park. In the event more than 3 violations of the lease agreement occur in a single calendar year, the lease shall be immediately terminated for cause.

The information attached to this letter is representative of the problems the neighborhood has had with the operation of the Amphitheater and includes other helpful information regarding the various sound studies which have been performed over the years. The following Index summarizes those attachments.

Should you like to discuss this matter with any of us, please do not hesitate to contact Eunice Smith, our Chairperson, at 404/252-9550, Teri Perrotta at 404/262-7083, or the undersigned at 404/812-0021. Thank you in advance for your assistance in this matter.

Sincerely,



Karen Ratcliffe
President, Chastain Park
Civic Association, Inc.

cc: Members of the Development Committee
COCA Board of Directors